



# Illinois Department of Transportation

## PROCUREMENT OPPORTUNITY

TO: Proposal Manager

FROM: Richard W. Hunter

DATE: October 15, 2003

SUBJECT: Request for Proposal for Land Acquisition Services Related to Highway Construction Projects

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The Illinois Department of Transportation is requesting proposals from responsible vendors to meet the State's needs. A brief description is set forth below for your convenience, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, we would appreciate and welcome a proposal.

**Brief Description:** Land Acquisition services are required on various projects in District 7 over the next three fiscal years (FY 04, FY 05, and FY 06). This request is for offers to prepare the appraisals and/or appraisal reviews and/or associated negotiation work as required on District 7 projects. The work will be assigned by the Department in a series of work orders during the term of this contract, with the total amount of all work orders not to exceed \$400,000.00. The Department may select and award up to two (2) separate \$400,000.00 contracts as a result of this Request for Proposals.

The solicitation package consists of the following sections:

- 1) "Instructions for Submitting Proposals." This part, beginning with this page, tells what you need to know and do when preparing and submitting the proposal to us. It also tells how we will evaluate your proposal. The Instructions for Submitting Proposals will provide dates, locations and other information specific to this solicitation. For our purposes, "Proposal" is the term used to mean the response to this Request for Proposal.
- 2) "Solicitation Response Forms." We have presented our needs in the form of a proposed "Contract for Services" which states the specifications, how the proposal must be priced, contract terms, and other requirements. In addition, you must provide information about your company requested in the "Vendor Pre-qualification" section, including certain financial and conflict of interest disclosures. Your response to this solicitation is voluntary, but without requested information, we will not be able to consider your proposal.

Please read the entire solicitation package and submit your proposal in accordance with the Instructions. The "Solicitation Response Forms," completed, signed and returned by you, will constitute your proposal. **Do not submit the instruction pages with your proposal.** You should keep the Instructions and a copy of your proposal (Solicitation Response Forms) for future reference.

For your convenience, we have included a checklist to ensure you have fully completed the Solicitation Response Forms. **Please review the Checklist before submitting your proposal.** More detailed instructions are provided throughout this solicitation.

## Vendor Checklist For Requests for Proposal (RFP)

Vendor: Please use this checklist to verify you have provided all required information before submitting your proposal.

### Contract For Services

#### Section I. Contract for Services:

- \_\_\_\_\_ **For The Vendor** - Did you sign, type or print name, date and title of authorized representative?  
\_\_\_\_\_ **Vendor Name and Address** - Did you complete requested information (name, address, city, state, zip)?

#### Section IV. Pricing / Compensation:

- \_\_\_\_\_ **ATTACHMENT B** - Did you complete the Proposed Unit Price information?  
\_\_\_\_\_ **At the end of the Pricing/Compensation** - Did you enter your firm's name?  
\_\_\_\_\_ Did you put all price information in a sealed envelope and attach the appropriate cover sheet?

#### Section VIII. Vendor Provided Additional Material and Exceptions

- \_\_\_\_\_ **Additional Material/Exceptions:** This section is for additions or exceptions you may want to make to the contract. *We do not encourage taking exceptions. We have extremely limited ability to grant exceptions, particularly in regard to statutory requirements (those cited with ILCS, meaning Illinois Compiled Statutes). We are not required to grant exceptions, and depending on the exception, we may have to reject your proposal.*

### Vendor Pre-qualification

- \_\_\_\_\_ **General:** Did you complete all information requested concerning your firm?  
\_\_\_\_\_ **Business and Directory Information:** Did you complete all information requested regarding the business?  
\_\_\_\_\_ **References:** Did you list the preferred references?  
\_\_\_\_\_ **Department of Human Rights (DHR) Public Contract Number:** Did you complete the requested information and, if applicable, provide your company's DHR Public Contract Number or evidence of application?  
\_\_\_\_\_ **Minority, Female, Person with Disability Status and Subcontracting:** Did you complete all information requested for your business regarding "Minority, Female, Person with Disability Status and Subcontracting?"

### Disclosures

- \_\_\_\_\_ **Vendor Information:** Did you complete by providing the requested VENDOR information?  
\_\_\_\_\_ **Disclosure - Section 1, Conflict of Interest:** Did you understand and provide the information requested?  
\_\_\_\_\_ **Disclosure - Section 2, Disclosure of Financial Interest in the Vendor:** Did you understand and complete all information requested for each individual owner having the required beneficial interest? Or, if a publicly traded corporation, did you include a copy of your firm's 10-K Form?  
\_\_\_\_\_ **Disclosure - Section 3, Disclosure of Potential Conflicts of Interest:** Did you understand and complete all information requested for each individual having the level of financial interest identified in Section 2? Or, if a publicly traded corporation, did you include a copy of your firm's 10-K Form?  
\_\_\_\_\_ **Disclosure - Section 4, Current and Pending Contracts and Proposals:** Did you understand and provide the information requested?

### Taxpayer Identification Number

- \_\_\_\_\_ Did you complete all requested TIN information concerning your company?

### Plan, Vendor's Obligations to Local Units of Government, Subconsultants, and Prior Experience

- \_\_\_\_\_ Did you provide the information requested, to include subconsultants' current and pending contract information?

### Disadvantaged Business Enterprise (DBE) Participation

- \_\_\_\_\_ Did you complete the requested forms BRW 2025 and 2026?

**Note:** Failure to submit and/or complete all requested information may result in your proposal being rejected. If you have any questions, contact the "Project Contact" as listed in "Instructions for Submitting Proposals," Section 1.11.

## INSTRUCTIONS FOR SUBMITTING PROPOSALS

### 1.00 REQUESTING DEPARTMENT.

The Illinois Department of Transportation (DEPARTMENT) is requesting proposals from responsible VENDORS to fill the State's needs as outlined below. **Please read the entire solicitation package and submit your proposal in accordance with all requirements.**

### 1.01 PROJECT TITLE AND DEPARTMENT REFERENCE.

Project Title: Land Acquisition Services in Various Counties  
Department Reference: DOT01-LAC-D7-04

### 1.02 DESCRIPTION OF SERVICES.

Land Acquisition services are required on various projects in District 7 over the next three fiscal years (FY 04, FY 05, and FY 06). This request is for offers to prepare the appraisals and/or appraisal reviews and/or associated negotiation work as required on District 7 projects. The Department may select and award up to two (2) separate \$400,000.00 contracts as a result of this Request for Proposals.

In order to assist VENDORS in the preparation of proposals, the DEPARTMENT estimates it will require the following contracted work for the term of these contracts. This is an estimate only and is subject to change. VENDORS shall not interpret this estimate as a term of these contracts.

Year 1:	Appraisals	75%;	Negotiations	25%;	Contract completion:	60%
Year 2:	Appraisals	40%;	Negotiations	60%;	Contract completion:	30%
Year 3:	Appraisals	90%;	Negotiations	10%;	Contract completion:	10%

### 1.03 SUBMIT PROPOSALS TO. Note: Proposals will be publicly opened at this address.

Agency: Illinois Department of Transportation  
Office: Division of Highways, Room 212  
Attn: Bob Wise  
Address: 2300 South Dirksen Parkway  
Springfield, IL 62764

### 1.04 DUE DATE AND TIME FOR SUBMISSION AND OPENING OF PROPOSALS.

Date and Time: November 26, 2003 at 1:00 p.m. Local Time

### 1.05 PROPOSAL CONTAINER.

Submit a signed original and three copies of your offer in a sealed container. Pricing/Compensation information must be submitted in a separate sealed container within the offer container. Label the container with the Project Title/Reference # from section 1.01 and with the due date and time from section 1.04. For your convenience, enclosed is a prepared Sealed Bid container cover sheet and a sealed Price Proposal envelope cover sheet.

### 1.06 PROPOSAL FIRM TIME.

60 Days from Opening

### 1.07 SMALL BUSINESS SET-ASIDE. No

**1.08 PREVAILING WAGE** No

**1.09 PERFORMANCE BOND.** No

**1.10 VENDOR CONFERENCE AND SITE INSPECTION.**

Vendor Conference: Yes ☒ No ☐  
Mandatory: Yes ☒ No ☐  
Date and Time: November 4, 2003 at 1:00 p.m. Local Time  
Location: Illinois Department of Transportation  
400 West Wabash Avenue  
Effingham, IL 62401-2699

Site Inspection: Yes ☐ No ☒  
Mandatory: Yes ☐ No ☒  
Date and Time: at Local Time  
Location:

**1.11 PROJECT CONTACT.**

Agency: Illinois Department of Transportation  
Office: District 7  
Attn: Timothy S. Jackson  
Address: 400 West Wabash Avenue  
Effingham, IL 62401-2699

Telephone: 217-342-8331  
Fax: 217-347-0621  
E-mail: jacksonts@nt.dot.state.il.us

**1.12 PROTEST REVIEW OFFICE.**

Illinois Department of Transportation  
Division of Highways, Deputy Director of Operations and Administration, Room 215  
Attn. Jack Hook  
2300 South Dirksen Parkway  
Springfield, IL 62764  
  
Telephone: 217/782-3568  
Fax: 217/782-1186  
TDD 217/524-4875

**1.13 DEFINITIONS.** The terms "we," "our," "us," "agency," and "department" refer to the State. "You," "your," "vendor," "bidder" and "offerer" refer to the person submitting the proposal. "Proposal" is the term used to mean the response to a Request for Proposal, and is sometimes called a "bid."

**1.14 STATUTORY CITATIONS.** This solicitation is governed by Illinois law. You will find a number of statutory references in the solicitation that are designated "**ILCS**." The official text can be found in

the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version of the statutes can be viewed at [www.legis.state.il.us/ilcs/chapterlist.html](http://www.legis.state.il.us/ilcs/chapterlist.html). Illinois law applicable to this procurement may be viewed as follows: The Illinois Procurement Code (**30 ILCS 500**) may be viewed by registered users at <http://www.purchase.state.il.us> (click on Reference Library); 44 ILL. ADM. Code 660 may be viewed at <http://www.dot.state.il.us> (click on Doing Business, then 660 Contract Procurement).

- 1.15 ILLINOIS TRANSPORTATION BULLETIN.** We publish in the electronic Illinois Transportation Bulletin various notices including Notices of Procurement Opportunities and Notices of Award. Procurement information may not be available in any other form or location. Vendors may view and download this information. You may subscribe to this service (currently free) through the internet at <http://www.dot.state.il.us> (click on Doing Business with IDOT and select Transportation Bulletins, then Transportation Bulletin-Weekly Procurement.).
- 1.16 SUBMISSION OF PROPOSAL.** SEE SECTIONS 1.03 and 1.04 FOR DATE, TIME AND ADDRESS FOR SUBMITTING PROPOSALS. You may mail or hand deliver proposals, including amendments. We do not allow computer, fax, or other electronic submissions unless authorized in Section 1.05. We must actually receive submissions as specified. It shall not be sufficient to show that you mailed or commenced hand delivery of the response before the due date and time. All times are State of Illinois local times. You must allow adequate time to accommodate all security screenings before delivery and at the delivery site.
- 1.17 FORM AND CONTENT OF PROPOSALS.** The "Solicitation Response Forms," completed, signed and returned by you, will constitute your proposal. An original and the designated number of copies of each proposal are required (see Section 1.05). Failure to submit the required number of copies may prevent your proposal from being evaluated within the allotted time. Proposals, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The DEPARTMENT may require that proposals be submitted in electronic form. Your proposal must provide all information requested and must address all points. We do not encourage exceptions as we have an extremely limited ability to grant exceptions, particularly in regard to statutory requirements (those cited **ILCS**). We are not required to grant exceptions, and depending on the exception, we may have to reject your proposal.
- 1.18 MODIFICATION/WITHDRAW OF PROPOSAL.** Written requests to modify or withdraw the proposal received by the DEPARTMENT before the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the proposal and marked as a MODIFICATION or WITHDRAWAL of the proposal.
- 1.19 QUESTIONS.** Please direct all questions (and requests for ADA accommodations) to the PROJECT CONTACT as noted in Section 1.11. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the DEPARTMENT. We will provide written answers to questions of a general nature or those that would affect the solicitation. We will either send them to all eligible recipients of the solicitation or post them in the Illinois Transportation Bulletin. Only written answers to questions shall be binding on the State.
- 1.20 VENDOR CONFERENCE/SITE VISIT.** SEE SECTION 1.10 FOR TIME AND LOCATION OF CONFERENCE. If so designated in Section 1.10, mandatory attendance is a condition of submitting a proposal. The conference/site visit provides interested PARTIES an opportunity to discuss the State's needs, inspect the site and ask questions. During any site visit, you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract. **Late arrival at a "mandatory" conference/site visit may be considered non-attendance and result in rejection of proposal.**
- 1.21 RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If you

suspect an error, omission or discrepancy in this solicitation, you must immediately notify the PROJECT CONTACT. We will issue written instructions if appropriate.

- 1.22 OPENING.** SEE SECTIONS 1.03 AND 1.04 FOR LOCATION, DATE AND TIME OF OPENING. We will open all proposals properly and timely submitted and will record the names and other information specified by law and rule. All proposals become the property of the State and will not be returned except in the case of a late submission.
- 1.23 LATE DELIVERY.** We will not consider proposals received at the opening location after the stated due date and time.
- 1.24 PROPOSAL FIRM TIME.** SEE SECTION 1.06 FOR FIRM TIME. Proposals shall remain firm and unaltered after opening for the number of days shown. We may accept your proposal, subject to successful contract negotiations, at any time during the proposal firm time.
- 1.25 SECURITY.** SEE SECTION 1.09 FOR REQUIREMENTS. You must provide any performance security within 10 days of our accepting your proposal unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed.
- 1.26 PRESENTATIONS AND INSPECTIONS.** You must provide a formal presentation of the proposal upon request. We reserve the right to inspect and review your facilities, equipment and personnel and those of any identified subcontractors.
- 1.27 BEST AND FINAL.** We may request best and final proposals if deemed necessary, and will determine the scope and subject of any best and final request. However, you should not expect that we will ask for best and finals to give you an opportunity to strengthen your proposal. Therefore, you must submit your best proposal based on the terms and condition set forth in this solicitation.
- 1.28 EVALUATION AND AWARD.** We evaluate proposals using criteria shown in this solicitation. If we select your proposal for award, we will send you written notice and will post the notice to the Illinois Transportation Bulletin. Such notice will extend the Proposal Firm Time until we sign a contract or determine negotiations with you have failed. Receipt or posting of a notice of award is not equivalent to a contract with the DEPARTMENT. Protested awards are subject to resolution of the protest.
- 1.29 PROTESTS.** If you object to any provision of the solicitation, believe we improperly rejected your proposal, or believe the selected proposal is not in the DEPARTMENT's best interests, you may submit a written protest. We must actually receive the protest within seven (7) calendar days after you know or should have known of the facts giving rise to the protest. You shall be deemed to have notice as of the date of publication in the Illinois Transportation Bulletin, unless you had earlier actual notice. Protests of specifications must be submitted within seven (7) calendar days after first publication. You must submit your protest to the PROTEST REVIEW OFFICE (see Section 1.12.) We will consider only written protests that are properly and timely submitted. We will issue a written decision and that decision is final.
- 1.30 CONTRACT NEGOTIATIONS.** You must be prepared for us to accept your proposal as submitted, but we may require contract negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, we may reject your proposal or revoke the award and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized DEPARTMENT official(s). The PROJECT CONTACT may not be so authorized.
- 1.31 COMMENCEMENT OF WORK.** If you begin any billable work prior to the DEPARTMENT'S final approval and execution of the contract, you do so at your risk.

- 1.32 RESERVATIONS.** We reserve the right to reject all proposals, to reject individual proposals for failure to meet any requirement, to award by item, part or portion of an item, group of items, or total, and to waive minor defects. We may seek clarification of the proposal from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the proposal. Submission of a proposal confers on you no right to an award or to a subsequent contract. This process is for the DEPARTMENT'S benefit only and is to provide the DEPARTMENT with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at our discretion and made to favor the DEPARTMENT.
- 1.33 VENDOR CONTACT.** We will consider the person who signed your proposal to be your contact person for all matters pertaining to the proposal unless you designate some other person in writing.
- 1.34 COST OF PREPARATION.** We are not responsible for and will not pay any costs associated with the preparation and submission of your proposal.
- 1.35 PUBLIC INFORMATION.** All information submitted is subject to the Illinois Freedom of Information Act (**5 ILCS 140**), the Illinois Procurement Code (**30 ILCS 500**) and other applicable laws and rules. Vendors claiming exemption from disclosure of certain portions of the proposal must do so in a separate section of the proposal labeled "Confidential Information." This section must identify the volume, page and section containing the confidential information, the reason for the claim of confidentiality and the statutory citation authorizing the exemption from disclosure. We will determine whether claimed exemptions apply. Upon award, the name of the winning vendor and price, as well as sufficient information from that proposal, will be made available to the public to allow for meaningful review and protest regardless of any claim of exemption. We must disclose only the record (name) after award of the losing proposals. Final results of the DEPARTMENT'S evaluation shall be public.
- 1.36 PUBLIC CONTRACTS NUMBER.** Vendors with fifteen (15) or more employees must have a Public Contracts Number issued by (or completed application submitted to) the Illinois Department of Human Rights (DHR) prior to the opening date. Contact DHR at 312-814-2431.
- 1.37 OUT OF STATE COMPANIES.** Please contact the Illinois Secretary of State (217/782-1834) regarding a Certificate of Authority to Transact Business in Illinois (**805 ILCS 5/13**). Application Form BCA 13.15 may be downloaded from [www.sos.state.il.us/depts/bus\\_serv/bca.html](http://www.sos.state.il.us/depts/bus_serv/bca.html).
- 1.38 NON-DISCRIMINATION POLICY.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity.
- 1.39 COMPLETION OF SOLICITATION RESPONSE FORMS.** The Solicitation Response forms consist of the "Contract for Services" and "Vendor Pre-qualification" information. **You must complete, respond to and submit all sections including attachments, clearly show any "exceptions," sign and return each of the forms as indicated.** We may provide an electronic form of this solicitation and require that you respond in like form (see Section 1.03). The electronic version may include additional instructions.
- a. Contract For Services. This is the part of the solicitation that shows what we require in terms of specifications, contract terms and requirements. The Contract for Services is arranged as follows:
- |              |   |
|--------------|---|
| Section I.   | Contract Format and Signatures                |
| Section II.  | Term of Contract                              |
| Section III. | Description of Services                       |
| Section IV.  | Pricing/Compensation                          |
| Section V.   | Standard Terms, Conditions and Certifications |

Section VI. Department Supplemental Terms and Conditions  
Section VII. Department Attachments  
Section VIII. Vendor Provided Additional Material and Exceptions

- (1) The Contract Format and Signatures page identifies the PARTIES and the other elements of what will be the contract. By signing on the line provided, you are making a proposal to perform in accordance with the terms and conditions found in each section of the proposed contract (even if you do not return the DEPARTMENT's forms with the proposal) as modified by any exceptions properly noted. The DEPARTMENT may accept your proposal as submitted by signing the Contract Format and Signatures page or may propose a counter-proposal. It may be necessary to make modifications to the forms after award, or as a condition to award, to accurately reflect the final understanding of the PARTIES. Submit two copies of the Contract Format and Signature page if you wish to have an original signature returned to you. By signing on the Contract Format and Signatures page, you are making the certifications included in the contract.
  - (2) Insert price information amounts only in the Pricing/Compensation Section of the CONTRACT document. All price information should be included in a separate sealed envelope labeled with the appropriate cover sheet.
  - (3) Any Supplemental Terms and Conditions required by the DEPARTMENT are included as Section VI of the CONTRACT document and will supersede anything to the contrary in the Standard Terms and Conditions.
  - (4) The Vendor Provided Additional Material and Exceptions is where you provide any additional material that you want us to evaluate, and give detailed descriptions of any exceptions you propose. **This is included as Section VIII of the CONTRACT document and must be completed by the VENDOR.**
- b. Vendor Pre-qualification. You must sign the "Vendor Pre-qualification Format and Signature" page and provide the information requested in the attachments. This information is used to determine whether you qualify as a "responsible" vendor. If you do not provide this information, we may not be able to consider your proposal. The "Vendor Pre-qualification" section is arranged as follows:
- General Pre-qualification
  - Business and Directory Information
  - References
  - Department of Human Rights Public Contract Number
  - Minority, Female, Person with Disability Status and Subcontracting
  - Disclosures
  - Taxpayer Identification Number

**1.40 CRITERIA FOR EVALUATION AND AWARD.** We evaluate four categories of information: administrative compliance, vendor responsibility, responsiveness and price. All proposals must meet the following administrative and responsibility criteria.

- a. Administrative Compliance. We will determine whether the proposal complied with the Instructions for Submitting Proposals. **We must reject your proposal if you submit it late.** Failure to meet other requirements could result in rejection.
- b. Vendor Responsibility. We will determine whether the VENDOR submitting the proposal is one with whom we can or should do business. Factors that we may evaluate to determine "responsibility" include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references (including those found outside the offer), compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. A VENDOR must at all times have financial, personnel and material



resources sufficient, in the opinion of the DEPARTMENT, to ensure performance of the contract and must provide proof upon request. We will determine whether any failure to supply information, or the quality of the information, will result in rejection.

- c. Responsiveness. We will evaluate for “responsiveness” proposals that meet the “administrative” and “responsibility” requirements. We will determine how well each proposal meets our requirements. We will rank proposals, without consideration of price, from best to least using a point system, unless otherwise specified, to help determine the best proposal. In a point system, the proposal best meeting each criterion will receive the maximum number of points for that criterion. Each lesser proposal would receive a smaller number of points proportionate to how that proposal compared to the best proposal. References may be considered again in this portion of the evaluation. Consistent with applicable law and rule, we will determine whether any failure to supply information, or the quality of the information, will result in rejecting or downgrading the proposal.

- (1) The total number of points for “responsiveness” is 100. Specific weighting of the elements of responsiveness will be announced at the opening if not shown in this subsection.

Elements	Weight
Management Capability and Experience	40%
Technical Ability and Methodology	30%
Resources	30%

- (2) Award. The most qualified responsible VENDOR determined by identifying the proposal that has the highest total of responsiveness points shall be eligible for award. However, if we do not consider the price to be fair and reasonable and that price cannot be negotiated to an acceptable level, we reserve the right to award to the next highest ranked VENDOR. We will determine whether the price is fair and reasonable by considering the proposal, the VENDOR’s qualifications, the VENDOR’s reputation, all prices submitted, other known prices, the project budget and other relevant factors.

- (3) Alternative Evaluation. If three or fewer proposals are received in response to a request for proposals, the proposals may be evaluated without use of a point system, using simple comparative analysis.

- d. Price. We will open and consider all prices submitted by responsive VENDORS, but will discuss price with only the most qualified VENDOR.

## END OF INSTRUCTIONS



# Illinois Department of Transportation

## CONTRACT FOR SERVICES

### I. CONTRACT FORMAT AND SIGNATURES

**A. FORMAT.** The CONTRACT includes the following sections.

- I. **CONTRACT FORMAT AND SIGNATURES.** Section I defines the CONTRACT format and contains the required CONTRACT execution signatures.
- II. **TERM OF CONTRACT.** The term of this CONTRACT and provisions for renewal and termination are as specified in Section II.
- III. **DESCRIPTION OF SERVICES.** VENDOR shall perform the services specified in Section III of this CONTRACT.
- IV. **PRICING/COMPENSATION.** DEPARTMENT shall compensate VENDOR for the services provided at rates or prices established in Section IV of this CONTRACT.
- V. **STANDARD TERMS, CONDITIONS AND CERTIFICATIONS.** Standard terms, conditions and certifications applicable to this CONTRACT are specified in Section V.
- VI. **DEPARTMENT SUPPLEMENTAL TERMS AND CONDITIONS.** Supplemental Terms and Conditions required by the DEPARTMENT are specified in Section VI.
- VII. **DEPARTMENT ATTACHMENTS.** If applicable, Section VII contains additional attachments such as drawings, plans, wage rates, etc. provided by the DEPARTMENT and thereby incorporated.
- VIII. **VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS.** Where the VENDOR desires to provide additional material or information to this CONTRACT, or takes exception to any part of this CONTRACT, VENDOR must indicate such and/or provide material in Section VIII.

**B. SIGNATURES.** The Undersigned State of Illinois, Department of Transportation (DEPARTMENT) and VENDOR, the PARTIES to this CONTRACT, agree to perform in accordance with the provisions of this CONTRACT, including those attached or incorporated by reference. In Witness whereof, DEPARTMENT and VENDOR have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below.

**FOR THE VENDOR:**

Signature of Authorized Representative	Type or Print Name of Authorized Representative	Date
Title of Authorized Representative		
Company Name		
Legal Address		
City, State, Zip		

**FOR THE DEPARTMENT:**

Stanley E. Grabski, District Engineer, District 7	Samuel W. Ach, Chief Counsel (Approved as to form)
Victor A. Modeer, Director, Division of Highways	Robert J. Millette, Director, Finance and Administration
Timothy W. Martin, Secretary of Transportation	
Date	
<b>To be completed by DEPARTMENT upon contract award.</b> Source Selection: RFP <u>  X  </u>	
<b>Services Awarded:</b>	

## **II. TERM OF CONTRACT**

- A. Term of Contract.** The term of this contract shall commence on execution and terminate on June 30, 2006. All services contracted for before the termination date must be completed and invoiced to the Department within 90 calendar days of the termination date.
- B. Early Termination.** The DEPARTMENT reserves the right to terminate this CONTRACT without cause and without penalty or further payment being required upon thirty (30) calendar days prior written notice. Upon exercise of this right, DEPARTMENT shall pay VENDOR for services satisfactorily provided and for authorized expenses incurred up to the time of termination.
- C. Renewal.** At the DEPARTMENT'S discretion, this CONTRACT may be extended if all funds are not obligated before the termination date. The length of extension will be established, in writing, at the time the DEPARTMENT grants the extension. All terms, conditions and prices will remain the same should this CONTRACT be extended.

## **III. DESCRIPTION OF SERVICES**

- A. Need for Services.** A VENDOR is needed to supplement the district staff for Land Acquisition services for various projects in the District 7 fourteen-county area.
- B. Department's Goal.** To complete the acquisition of property as new highway right-of-way for highway improvements in order to allow construction to proceed on schedule.
- C. Services Required.** The services required by this CONTRACT are specified below. VENDOR must provide the specified services and adhere to all stated performance requirements and schedules. Failure by the VENDOR to comply can result in cancellation of the CONTRACT.

See **Attachment A – Scope of Services** for more details.

It is the intent of this contract that the VENDOR perform all necessary services to prepare appraisals, and/or review appraisals, and/ or negotiate acquisition of properties required for completion of the duties assigned in the individual work orders. All services shall be performed in accordance with the Illinois Department of Transportation Land Acquisition Policies and Procedures Manual (hereafter referred to as the "Manual"), and the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended (hereafter referred to as the "Uniform Act"), which are incorporated herein by reference.

Copies of the Manual may be obtained by contacting Lisa Kidd in Manual Sales at (217) 782-3464. The Manual is available online at the Department's website located at <http://www.dot.state.il.us/landacq/lappm.html>. The Department also maintains a free subscription service to notify users of updates or changes to the Manual and its exhibits. This service is located at <http://www1.dot.state.il.us/LandAcqu/menu.asp>. Copies of the Uniform Act are sold by the Superintendent of Documents, U.S. Government Printing Office, telephone (202) 512-1800 or Internet: bookstore.gpo.gov.

The VENDOR agrees to perform the services as set forth herein as well as furnish and deliver to the Department final reports accompanied by necessary documents needed for recordation or necessary for eminent domain proceedings covering said properties.

### **D. Milestones and Deliverables.**

See **Attachment A – Scope of Services**

- E. New Products/Substitutions.** All supplies and materials furnished shall be new, unused, of most recent manufacture and not discontinued unless otherwise authorized below. If an item becomes discontinued or otherwise not available during the term, the VENDOR may propose to substitute an equivalent or better product at no additional cost, subject to approval of the DEPARTMENT. If the CONTRACT is for performance of services and a named provider is no longer available through no fault of the VENDOR, the VENDOR may propose a substitute with equivalent or better qualifications at no additional cost, subject to approval of the DEPARTMENT.
- F. Quantities.** The quantities shown herein are either actual or are estimates as stated. Estimates are based, when possible, on actual usage during the most recent contract period, known DEPARTMENT program modifications and other factors that may influence total quantity used. Estimated quantities are not guaranteed, however, VENDOR shall furnish all requirements for the contract period whether more or less than the estimate.
- G. Orders.** If the nature of the supplies and/or services requires multiple orders, such orders against the CONTRACT will be made by the DEPARTMENT using an approved form as the need arises. Orders written through and including the last day of the CONTRACT shall be honored.
- H. Qualifications of Vendor and/or Vendor's staff (or others who would perform).** Failure by VENDOR to maintain the qualifications stated herein may result in bid rejection and/or contract termination.

VENDOR and/or VENDOR's staff must have and show the education, experience and technical ability necessary to perform the tasks described in this contract.

**Specific Qualifications** - The levels of education, experience and technical ability specified in the MANUAL shall be the minimum acceptable levels for consideration unless otherwise approved in advance by the department. Appraisers and review appraisers must be licensed Certified General Appraisers in the state of Illinois, and must meet the qualifications as outlined in Section 2.01-5 of the MANUAL.

- I. Performance Security Bond.** No
- J. Subcontracting.** Allowed  
If subcontracting is permitted, subcontractors are subject to approval of the DEPARTMENT. The names of subcontractors must be shown.
- K. Joint Ventures.** Allowed  
The DEPARTMENT intends to contract with one entity per CONTRACT, and that entity shall be contractually responsible for performance. However, if the entity is a joint venture, one of the PARTIES to the joint venture must take full contractual responsibility for performance under the CONTRACT.

#### **IV. PRICING/COMPENSATION**

Detail pricing/compensation requirements with at least the following categories of information.

1. Method and Rate of Compensation. Provide unit price for each type of service.

See Price Proposal for DOT01-LAC-D7-04 on page 1 of attachment B. The VENDOR should include the Price Proposal in a separate, sealed envelope.

2. Maximum Compensation for Services.

\$400,000.00

3. Expenses. Are expenses included in the Compensation described in 1.0 and 2.0 above?

Yes

4. Payment Terms and Conditions (including when paid, frequency and retainage). Please note that all services contracted for prior to the termination date must be completed and invoiced to the DEPARTMENT within ninety (90) calendar days of the termination date.

Invoices shall be submitted on a monthly basis or upon completion of services to the following:

Agency: Illinois Department of Transportation  
Office: District 7  
Attn: Timothy S. Jackson  
Address: 400 West Wabash Avenue  
Effingham, IL 62401-2699

Telephone: 217-342-8331  
Fax: 217-347-0621  
E-mail: jacksonts@nt.dot.state.il.us

5. Tax Exemption. DEPARTMENT'S State of Illinois tax exemption number is E9986-2522-04. The Federal tax exemption certificate is available on request.

**SUBMIT THE PRICE INFORMATION IN A SEPARATE SEALED ENVELOPE IN THE PROPOSAL CONTAINER.**

## **V. STANDARD TERMS, CONDITIONS AND CERTIFICATIONS**

### **A. Standard Terms and Conditions.**

- 1. Term and Renewals.** The length of the CONTRACT, including any renewals, may not exceed that allowed by law, including **30 ILCS 500/20-60**. When the term begins on execution, that means the date of final execution by the DEPARTMENT. If the commencement of performance is delayed because the CONTRACT is not executed by the DEPARTMENT on the start date, the DEPARTMENT may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the VENDOR's option.
- 2. Billing.**
  - a. VENDOR shall submit invoices to the address, on the schedule and with the detail required by the DEPARTMENT. Invoices for services performed and expenses incurred prior to July 1st must be presented to the DEPARTMENT no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this CONTRACT or order.
  - b. VENDOR shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the DEPARTMENT. The DEPARTMENT does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.
  - c. By submitting an invoice, VENDOR certifies the services met all requirements of the CONTRACT, and the amount billed and expenses incurred are as allowed in the CONTRACT. Invoices for services performed and expenses incurred prior to July 1st must be presented to the DEPARTMENT no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**).
- 3. Payment.**
  - a. Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1**) and rules (**74 Ill. Adm. Code 900**). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.
  - b. The DEPARTMENT shall not be liable to pay for any supplies or services, including related expenses subject of this CONTRACT incurred prior to the beginning of the term of this CONTRACT. Any CONTRACT or order labeled "subject to financing" or words to similar effect is subject to the DEPARTMENT obtaining suitable financing.
  - c. The approved invoice amount will be paid, less any retainage and previous partial payments. Final payment shall be made upon determination by the DEPARTMENT that all requirements under this CONTRACT have been completed, which determination shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of VENDOR's records as provided for in this CONTRACT.
  - d. Any CONTRACT or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).
  - e. As a condition of payment, VENDOR must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request.
- 4. Availability of Appropriations (30 ILCS 500/20-60).** DEPARTMENT shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the DEPARTMENT's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The DEPARTMENT shall determine whether amounts appropriated are

sufficient. DEPARTMENT shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR's obligation to perform shall cease upon receipt of the notice.

5. **Consultation.** VENDOR shall keep the DEPARTMENT fully informed as to the progress of matters covered by this CONTRACT. Where time permits and VENDOR is not otherwise prohibited from so doing, VENDOR shall offer the DEPARTMENT the opportunity to review relevant documents prior to filing with any public body or adversarial party.
6. **Performance Reviews.** The DEPARTMENT may conduct a post performance review of the VENDOR's performance under the CONTRACT. The VENDOR shall cooperate with the DEPARTMENT in this review, which may require that VENDOR provide records of its performance and billing. VENDOR shall provide any required information within thirty (30) calendar days of the DEPARTMENT's request. This post performance review may be used by any State agency in determining whether to enter other contractual relationships with the VENDOR.
7. **Audit/Retention Of Records (30 ILCS 500/20-65).** VENDOR and its subcontractors shall maintain books and records relating to performance of the CONTRACT or subcontract and necessary to support amounts charged to the DEPARTMENT under the CONTRACT or subcontract. Books and records shall be maintained by the VENDOR for a period of three (3) years from the later of the date of final payment under the CONTRACT or completion of the CONTRACT, and by the subcontractor for a period of three (3) years from the later of the date of final payment under the subcontract or completion of the subcontract. The three-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the DEPARTMENT, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the CONTRACT for which adequate books and records are not available to support the purported disbursement.
8. **Schedule Of Work.** Any work performed on DEPARTMENT premises shall be done during the hours designated by the DEPARTMENT and shall in any event be performed so as to minimize inconvenience to the DEPARTMENT and its personnel and minimize interference with the DEPARTMENT's operations.
9. **Independent Contractor.** The VENDOR shall be an independent contractor. Services performed pursuant to this CONTRACT are not rendered as an employee of the DEPARTMENT or of the State of Illinois. Amounts paid pursuant to this CONTRACT do not constitute compensation paid to an employee.
10. **Responsibility for Agents and Employees.** VENDOR shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of VENDOR's duties under this CONTRACT. VENDOR represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the DEPARTMENT determines that any individual performing services for VENDOR hereunder is not providing such skilled services, it shall promptly so notify VENDOR and VENDOR shall replace that individual.
11. **Assignment and Subcontracting.**
  - a. VENDOR may not assign, subcontract, or transfer any interest in the work subject of this CONTRACT without DEPARTMENT's prior written consent. In the event the DEPARTMENT consents, the terms and conditions of this CONTRACT shall apply to and bind the party to whom such work is subcontracted, assigned, or transferred as fully and completely as

VENDOR is hereby bound and obligated. This includes requiring such PARTIES to submit certifications and disclosures to DEPARTMENT for review and approval upon request.

- b. If VENDOR is unable to secure or maintain individuals named in the CONTRACT to render the services, VENDOR shall not be relieved of its obligations to complete performance. DEPARTMENT shall have the option to accept a substitute or to terminate the CONTRACT.
- c. After notice, DEPARTMENT may transfer the CONTRACT or payment responsibility to another State agency, or assign the CONTRACT to a third party for financing purposes.

**12. License.** VENDOR, directly or through its employees, shall have and maintain any required license. With consent of the DEPARTMENT, VENDOR may meet the license requirement through a subcontractor.

**13. Maintenance Assurance.**

- a. The DEPARTMENT reserves the right to maintain any equipment purchased under this CONTRACT using DEPARTMENT personnel or third-party maintainers. In such case, VENDOR shall provide the DEPARTMENT or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The DEPARTMENT reserves the right to return to VENDOR's maintenance following written certification by VENDOR that the equipment is eligible for VENDOR's maintenance. VENDOR's standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for VENDOR's maintenance shall apply. Exercise of these rights by the DEPARTMENT shall be without penalty or sanction by VENDOR.
- b. If VENDOR discontinues service or maintenance of equipment or software provided under this CONTRACT, VENDOR shall provide to the DEPARTMENT at no cost adequate documentation and access to specialized or proprietary tools to allow the DEPARTMENT or a subcontractor to maintain the equipment or software. This provision shall not apply if VENDOR arranges for continued service and maintenance through another vendor and at a price acceptable to the DEPARTMENT.

**14. Confidentiality and Use of Work Product.**

- a. Any documents or information obtained by VENDOR from the DEPARTMENT in connection with this CONTRACT shall be kept confidential and shall not be provided to any third party unless disclosure is approved in writing by the DEPARTMENT.
- b. Unless otherwise agreed to in writing, the following applies. Work product produced under this CONTRACT, including but not limited to documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the DEPARTMENT, including any patent, copyright or other intellectual property rights. With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. §101. To the extent that any portion of such work product is not a work made for hire, VENDOR completely and without reservation assigns to the DEPARTMENT all right, title and interest in and to such portion of the work products, as well as all related intellectual property rights, including patent and copyright. DEPARTMENT shall exercise all rights of ownership in all such work product without restriction or limitation, including as to use, and without further compensation to VENDOR. VENDOR shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the DEPARTMENT except to perform this CONTRACT. Nothing herein shall be construed as precluding the use of any information independently acquired by VENDOR without such limitation.
- c. The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that VENDOR previously developed and brings to the DEPARTMENT in furtherance of performance of the CONTRACT shall remain the property of the VENDOR. VENDOR grants to the DEPARTMENT a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.



## **15. Warranty.**

- a. VENDOR warrants that all services will be performed in a good and professional manner. Unless otherwise agreed, VENDOR warrants that supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications. VENDOR warrants it has title to, or the right to allow the DEPARTMENT to use the supplies and services being provided and that the DEPARTMENT may use same without suit, trouble or hindrance from VENDOR or third parties.
- b. VENDOR, for itself and its subcontractors and agents, represents and warrants that: (i) all products delivered and services performed under this CONTRACT (the "Products") are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, VENDOR shall, at its sole expense and without interrupting ongoing business of the DEPARTMENT, immediately take all necessary actions to cure the breach.

## **16. Liability and Insurance.**

- a. VENDOR agrees to assume, without limitation, all risk of loss and to indemnify and hold the DEPARTMENT, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the DEPARTMENT) resulting from the negligence or misconduct of VENDOR, its employees, agents, or subcontractors in the performance of the CONTRACT. VENDOR shall assume risk of loss until delivery to the DEPARTMENT's facility. VENDOR shall do nothing to prejudice the DEPARTMENT's right to recover against third parties for any loss, destruction, or damage to DEPARTMENT property, and shall at the DEPARTMENT's request and expense, furnish to the DEPARTMENT reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the DEPARTMENT in obtaining recovery.
- b. VENDOR shall maintain public liability, casualty and auto insurance in sufficient amount to protect the DEPARTMENT from liability for acts of VENDOR and risks and indemnities assumed by VENDOR. If VENDOR does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, VENDOR must inform the DEPARTMENT and seek written permission for lesser coverage. VENDOR shall carry Worker's Compensation Insurance in amount required by law. Upon request, VENDOR shall provide and maintain any bond required by law or the DEPARTMENT. VENDOR shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.
- c. VENDOR shall, without limitation, at its expense defend the DEPARTMENT against all claims asserted by any person that anything provided by VENDOR infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the DEPARTMENT in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the DEPARTMENT's use or operation of the items provided by VENDOR hereunder or any part thereof by reason of any alleged infringement, VENDOR shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the DEPARTMENT the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the DEPARTMENT an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and

- plus any additional costs the DEPARTMENT may incur to acquire substitute supplies or services.
- d. DEPARTMENT assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR or any third party harmless for claims based on this CONTRACT or use of VENDOR provided supplies or services. Unless provided by law, VENDOR is not eligible for indemnity under the State Employee Indemnification Act (**5 ILCS 350/1**). The DEPARTMENT's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (**705 ILCS 505/1**) and to the availability of suitable appropriations.
  - e. Neither party shall be liable for incidental, special or consequential damages.
17. **Tax Compliance.** VENDOR shall comply with applicable tax requirements and shall be current in payment of such taxes.
18. **Solicitation and Employment.** VENDOR shall not employ any person employed by the DEPARTMENT during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the DEPARTMENT's Secretary if VENDOR solicits or intends to solicit for employment any of the DEPARTMENT's employees during the term of this CONTRACT. DEPARTMENT has no authority to contractually refuse to hire VENDOR's employees who apply to the DEPARTMENT for employment.
19. **Background Check.** The DEPARTMENT may conduct criminal and driver history background checks of VENDOR's officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at DEPARTMENT facilities. Any officer, employee or agent deemed unsuitable by the DEPARTMENT must be replaced immediately.
20. **Breach and Other for Cause Termination.** DEPARTMENT may terminate this CONTRACT without penalty to the DEPARTMENT or further payment required in the event of: (i) any breach of this CONTRACT which, if it is susceptible of being cured, is not cured within fifteen (15) calendar days of the DEPARTMENT giving notice of breach to VENDOR, including but not limited to failure of VENDOR to maintain covenants, representations, warranties, certifications, bonds and insurance; (ii) commencement of a proceeding by or against VENDOR under the U.S. Bankruptcy Code or similar law; or any action by VENDOR to dissolve, merge, or liquidate; or (iii) material misrepresentation or falsification of information provided by VENDOR in the course of any dealing between the PARTIES or between VENDOR and any State agency.
21. **Force Majeure.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
22. **Antitrust Assignment.** VENDOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the CONTRACT.
23. **Non-Discrimination.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the DEPARTMENT does not unlawfully discriminate in employment, contracts, or any other activity.
24. **Applicable Law.** This CONTRACT shall be construed in accordance with and be subject to Illinois laws and rules, including the Standard Procurement Rules (**44 Ill. Adm. Code 1**). The Department of Human Rights' Equal Opportunity requirements are incorporated by reference (**44 Ill. Adm. Code 750**). Any claim against the DEPARTMENT arising out of this CONTRACT must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The DEPARTMENT shall not enter binding arbitration to resolve any CONTRACT dispute. The State of Illinois does not waive sovereign immunity by entering this CONTRACT. Any provision containing a citation to an

Illinois statute (cited **ILCS**) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at [www.legis.state.il.us](http://www.legis.state.il.us).

- 25. Notices.** Notices shall be in writing and may be delivered by any means. Notices by fax must show the date/time of successful receipt. Notices to **VENDOR** shall be sent to the person shown on the signature page. Notices to **DEPARTMENT** shall be sent to the executive head of the **DEPARTMENT** at **DEPARTMENT** headquarters. Notice of any name, address, or fax number change shall be given to the other in writing.
- 26. Entire Contract.** This **CONTRACT**, with attachments, constitutes the entire agreement between the **PARTIES** concerning the subject matter of the **CONTRACT**. Modifications and waivers must be in writing and signed by authorized representatives of the **PARTIES**. Any provision of this **CONTRACT** officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this **CONTRACT** shall be interpreted, as far as possible, to give effect to the **PARTIES'** intent. All provisions that by their nature would be expected to survive, shall survive termination of this **CONTRACT**, including without limitation provisions relating to confidentiality, warranty, ownership and liability.
- 27. Contracting Authority.** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the **DEPARTMENT**. In those instances, CMS shall not be responsible for costs or funding even though payments may be made through CMS' facilities.
- 28. Amendments.** This **CONTRACT** may be amended during the initial term or during any renewal period upon written agreement by both **PARTIES**.
- B. Certifications.** **VENDOR** certifies its compliance or agreement to comply with the following legal requirements, and that it is not barred from being awarded a contract or subcontract due to violation of, or inability or unwillingness to comply with those requirements.
- 1. Legal Ability to Contract.** **VENDOR** certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
- a. **Non-discrimination – Federal Requirements.** **VENDOR**, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this **CONTRACT**.
  - b. **Default on Repayment of Educational Loan.** **VENDOR** is not in default on an educational loan (**5 ILCS 385/3**).
  - c. **Early Retirement.** **VENDOR** has informed the Secretary of the **DEPARTMENT** in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. **VENDOR** has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).
  - d. **Bribery.** **VENDOR** has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (**30 ILCS 500/50-5**).
  - e. **Felony Conviction.** If **VENDOR** has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (**30 ILCS 500/50-10**).

- f. **Delinquent Debt.** VENDOR is not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and VENDOR acknowledges the DEPARTMENT may declare the contract void if this certification is false **(30 ILCS 500/50-11)** or if vendor later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.
  - g. **Inducements.** VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract **(30 ILCS 500/50-25)**.
  - h. **Revolving Door Prohibition.** VENDOR is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.
  - i. **Reporting Anti-competitive Practices.** VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerers, contractors, proposers or employees of the State **(30 ILCS 500/50-40, /50-45, /50-50)**.
  - j. **Drug-free Workplace.** VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the CONTRACT. This certification applies to CONTRACTS of \$5000 or more with individuals and to entities with twenty-five (25) or more employees **(30 ILCS 580)**.
  - k. **International Anti-boycott.** Neither VENDOR nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to CONTRACTS that exceed \$10,000 **(30 ILCS 582)**.
  - l. **Bid-rigging.** VENDOR has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States **(720 ILCS 5/33E-3, 5/33E-4)**.
  - m. **Equal Employment Opportunities - Affirmative Action Sexual Harassment.** VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies **(775 ILCS 5/2-105)**.
  - n. **Discriminatory Club Dues.** VENDOR does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" **(775 ILCS 25/2)**.
2. **Conflicts of Interest.** VENDOR has disclosed, and agrees it is under a continuing obligation to disclose to the DEPARTMENT, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit VENDOR from having or continuing the CONTRACT. This includes, but is not limited to conflicts under the "Infrastructure Task Force fee prohibition" section of the State Finance Act **(30 ILCS 105/8.40)**, Article 50 of the Illinois Procurement Code **(30 ILCS 500/50)**, or those which may conflict in any manner with the VENDOR's obligation under this CONTRACT. VENDOR shall not employ any person with a conflict to perform under this CONTRACT. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:
- a. the person intending to contract with the DEPARTMENT, their spouse or minor child:
    - (1) holds an elective office in Illinois;
    - (2) holds a seat in the Illinois General Assembly;
    - (3) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor **(currently \$90,414.60)**. (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.)
  - b. the contract is with a firm, partnership, association or corporation in which a person covered by item (a) above receives more than 7½% of the total distributable income or an amount in excess of the salary of the Governor **(currently \$150,691.00)**.

- c. the contract is with a firm, partnership, association or corporation in which a person covered by item (a), together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of two (2) times the salary of the Governor (**currently \$301,382.00**) from the firm, partnership, association or corporation.

## **VI. DEPARTMENT SUPPLEMENTAL TERMS AND CONDITIONS**

- A. Publicity.** VENDOR shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the DEPARTMENT, nor shall the DEPARTMENT's name be used in any such advertisement or solicitation without prior written approval except as required by law.

- B. Requirements for Federally Funded Contracts.**

**Assurance of Nondiscrimination on the Basis of Disability.** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, as amended, the VENDOR assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The VENDOR assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 et seq., as amended, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., as amended, and implementing U.S. DOT regulations at 49 CFR parts 27, 37 and 38, as amended, and any applicable regulations and directives issued by other Federal departments or agencies.

**Certification Regarding Lobbying.** VENDOR certifies compliance with Section 319 of Public Law 101-102 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of the VENDOR, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into a cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

VENDOR further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this CONTRACT, grant, loan, or cooperative agreement, the VENDOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite to making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The VENDOR also agrees that VENDOR shall require that the language of this certification will be included in all lower tier subcontracts and that all subcontractors will certify and disclose accordingly.

**Civil Rights.** As required by 49 U.S.C. 5332, as amended, (which prohibits discrimination on the basis of race, color, creed, national origin, sex or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the VENDOR assures that it will comply with all requirements of 49 CFR part 21, as amended; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the VENDOR receives Federal assistance awarded by the U.S. DOT or FTA as follows:

1. The VENDOR assures that each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, as amended, and 49 CFR part 21, as amended, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. The VENDOR assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FTA will comply with the applicable requirements of 49 U.S.C. 5332, as amended, and 49 CFR part 21, as amended.
3. The VENDOR assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with the U.S. DOT or FTA. Upon request by the U.S. DOT, FTA or the DEPARTMENT, the VENDOR assures that it will submit the required information pertaining to its compliance with these requirements.
4. The VENDOR assures that it will make any changes in its 49 U.S.C. 5332, as amended, and Title VI implementing procedures as the U.S. DOT, FTA or the DEPARTMENT may request.
5. As required by 49 CFR 21.7(a)(2), as amended, the VENDOR will include in each third party contract or subagreement, provisions to invoke the requirements of 49 U.S.C. 5332, as amended, and 49 CFR part 21, as amended, and include provisions to invoke those requirements in deeds and instruments recording the transfer of real property, structures, improvements

**Control of Property.** VENDOR certifies that the control, utilization, and disposition of property or equipment acquired using federal funds are maintained according to the provisions of A-102 Common Rule.

**Cost Principles.** The cost principles of this CONTRACT are governed by the cost principles found in Title 48, Code of Federal Regulations, subpart 31; and all costs included in this CONTRACT are allowable under Title 48, Code of Federal Regulations, part 31.

**Debarment.** VENDOR certifies that to the best of its knowledge and belief, VENDOR and VENDOR's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this CONTRACT have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 5-40(b); d) have not within a three-year period preceding this CONTRACT had one or more public transactions (federal, state, or local) terminated for cause or default.

The inability of a prospective VENDOR to certify to the certification in this section will not necessarily result in denial of participation in this CONTRACT. The prospective VENDOR shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether

to enter into this transaction. If it is later determined that VENDOR knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate the CONTRACT for cause. The VENDOR shall provide immediate written notice to the DEPARTMENT if at any time the VENDOR learns that its certification was erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this CONTRACT shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The VENDOR agrees that it shall not knowingly enter into any lower tier covered transaction when a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized, in writing by the DEPARTMENT. The VENDOR agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions. The VENDOR may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless VENDOR knows the certification is erroneous. VENDOR may decide the method and frequency by which it determines the eligibility of its principals. Each VENDOR may, but is not required to, check the Non-procurement List. If a VENDOR knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate the CONTRACT for cause or default.

Nothing contained in Section 4-50 shall be construed to require establishment of a system of records in order to render in good faith the certification required by Section 4-50. The knowledge and information of a VENDOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**Disadvantaged Business Enterprise Assurance.** In accordance with 49 CFR 26.13(a), as amended, the VENDOR assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR part 26, as amended. The VENDOR assures that it shall take all necessary and reasonable steps set forth in 49 CFR part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The VENDOR'S DBE program, as required by 49 CFR part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the VENDOR, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the VENDOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

**Drug Free Workplace..** The Vendor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C.A. 702 as amended, and 49 C.F.R. Part 29, Subpart F, including Appendix C as amended.

**Intelligent Transportation Systems Program.** In compliance with Section VII of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 Fed. Reg. 1459, January 8, 2001, in the course of implementing an ITS project, the VENDOR assures that it will comply, and require its third party contractors and subrecipients to comply with all applicable requirements imposed by Section V (Regional ITS Architecture) and Section VI (Project Implementation) of that Notice.

**Procurement Compliance Certification.** The VENDOR certifies that its procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1D, "Third Party Contracting Requirements," as amended and revised, as well as other requirements FTA may issue. The VENDOR certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

All of the requirements listed in Part VI apply to the CONTRACT. The VENDOR agrees to include these requirements in each contract and subcontract financed in whole or in part with Federal assistance provided by the FTA or other federal funding sources.

## **VII. DEPARTMENT ATTACHMENTS**

This Section of the CONTRACT contains additional attachments provided by the procuring DEPARTMENT.

X Yes. The below listed attachments are included and incorporated as part of this CONTRACT.

Attachment A – Scope of Services

Attachment B – Pricing/Compensation Response



### **VIII. VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS**

Any additional material provided by the VENDOR, and any VENDOR exceptions to the CONTRACT requirements, must be noted by the VENDOR on this page and provided as part of this CONTRACT. We do not encourage taking exceptions. We have an extremely limited ability to grant exceptions, particularly in regard to statutory requirements (those cited with **ILCS**, meaning Illinois Compiled Statutes). We are not required to grant exceptions, and depending on the exception, we may have to reject your proposal.

#### **Additional Material (mark one)**

- ☐ No other material included
- ☐ Other material included (describe below and attach additional pages if needed)

#### **Exceptions (mark one).**

- ☐ No exceptions
- ☐ Exceptions taken (describe below and attach additional pages if needed)

## **VENDOR PRE-QUALIFICATION**

### **General Pre-qualification.**

This is information of general applicability and consists of the attached forms:

- Business and Directory Information
- References
- Department of Human Rights Public Contract Number
- Minority, Female, Person with Disability Status and Subcontracting
- Disclosures
- Taxpayer Identification Number

The undersigned authorized representative of VENDOR submits the above described and attached General Pre-qualification information to the DEPARTMENT, with the understanding the DEPARTMENT will use and rely upon the accuracy and currency of the information in the evaluation of VENDOR's proposal to the DEPARTMENT.

Vendor (show official name and DBA)

Name: \_\_\_\_\_

DBA: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone / Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Business and Directory Information**

1. Name of Business (official name and DBA).
2. Business Headquarters (address, phone and fax).
3. If a Division or Subsidiary of another organization provide the name and address of the parent.
4. Invoice Remittance Address.
5. Name of Chief Executive Officer.
6. Customer Contact (name, title, address, phone and fax).
7. Company Web Site Address.
8. Type of Organization (sole proprietor, corporation, etc. Should be the same as on Taxpayer ID form).
9. Length of time in business.
10. Annual sales for most recently completed fiscal year.
11. Show number of full-time employees on average during the most recent fiscal year.

## References

Provide references from established firms or government agencies (at least four, two of each type preferred) other than the procuring DEPARTMENT that can attest to your experience and ability to perform the contract subject of this proposal.

1. Firm/Government Agency (name): \_\_\_\_\_

\_\_\_\_\_

Contact Person (name, address, phone): \_\_\_\_\_

\_\_\_\_\_

Date and type of Supplies/Services Provided: \_\_\_\_\_

\_\_\_\_\_

2. Firm/Government Agency (name): \_\_\_\_\_

\_\_\_\_\_

Contact Person (name, address, phone): \_\_\_\_\_

\_\_\_\_\_

Date and type of Supplies/Services Provided: \_\_\_\_\_

\_\_\_\_\_

3. Firm/Government Agency (name): \_\_\_\_\_

\_\_\_\_\_

Contact Person (name, address, phone): \_\_\_\_\_

\_\_\_\_\_

Date and type of Supplies/Services Provided: \_\_\_\_\_

\_\_\_\_\_

4. Firm/Government Agency (name): \_\_\_\_\_

\_\_\_\_\_

Contact Person (name, address, phone): \_\_\_\_\_

\_\_\_\_\_

Date and type of Supplies/Services Provided: \_\_\_\_\_

\_\_\_\_\_

## Department of Human Rights (DHR) Public Contract Number

**(775 ILCS 5/2-105)** - If you employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Transportation Bulletin (or issuance date if not published), you must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the proposal opening date. If we cannot confirm compliance, we will not be able to consider your proposal. Please complete the appropriate sections below.

Name of Company (and DBA) \_\_\_\_\_.

DHR Public Contracts Number \_\_\_\_\_

or, if number has not yet been issued,

Date completed application for the number was submitted to DHR (attach a copy of the application) \_\_\_\_\_.

☐

**(Check if applicable)** The DHR Public Contracts number is not required, as the company has employed fourteen (14) or less full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Illinois Transportation Bulletin (or issuance date if not published).

### NOTICE:

**Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0. If your organization holds an expired number, you must re-register with DHR by completing the required form.**

You can obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. [TDD (312) 263-1579].
2. **Internet:** Download the form from the internet at **www.state.il.us/cms**. In the Purchasing area of the CMS home page, click the "DOWNLOAD VENDOR FORMS" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

### Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (**30 ILCS 575/1**) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you are requested to complete this form, your response will not be considered in the evaluation. A listing of certified businesses may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice and TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

Name of Your Company (and DBA) \_\_\_\_\_

- a. Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes," check each of the following that applies.

Category

Minority \_\_\_\_\_  
Female \_\_\_\_\_  
Person with Disability \_\_\_\_\_  
Disadvantaged \_\_\_\_\_

- b. If "Yes," please identify by checking the applicable blanks which agency certified the business and in what category:

Certifying Agency

Department of Central Management Services \_\_\_\_\_  
Women's Business Development Center \_\_\_\_\_  
Chicago Minority Business Development Council \_\_\_\_\_  
Illinois Department of Transportation \_\_\_\_\_  
Other (identify below) \_\_\_\_\_

Category

Minority \_\_\_\_\_  
Female \_\_\_\_\_  
Person with Disability \_\_\_\_\_  
Disadvantaged \_\_\_\_\_

- c. If you are not a certified BEP business, do you have a written policy or goal regarding contracting or subcontracting with BEP-certified vendors? Yes \_\_\_\_ (attach copy) No \_\_\_\_

If "No," will you make a commitment to contact BEP-certified vendors and consider their proposals? Yes \_\_\_\_ No \_\_\_\_

Do you plan on ordering supplies or services in furtherance of this project from BEP-certified vendors? Yes \_\_\_\_ No \_\_\_\_

If "Yes," please identify what you plan to order, the estimated value as a percentage of your total proposal, and the names of the BEP-certified vendors you plan to use.

## Disclosures

### Financial Interests and Potential Conflicts of Interests

**Instructions.** The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below **(30 ILCS 500/50-13 and 50-35 a,b,h)**.

VENDOR shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your proposal.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection.

If the VENDOR is a wholly owned subsidiary of a parent organization, separate disclosures (Sections 2, 3, and 4 below) must be made by the VENDOR and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the VENDOR.

When determining ownership or distributive income shares (Sections 2 and 3), use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period. **Sections 2 and 3 must be completed for each individual meeting the stated ownership or distributive income requirements.** Please make additional copies of these Sections as required.

A designee may submit this form on behalf of the VENDOR (or its parent). However, that person must have verified the information with each affected individual.

**Vendor Information.** This disclosure information is submitted on behalf of (show official name of VENDOR, and if applicable, DBA and parent):

Name of Vendor: \_\_\_\_\_

DBA, if used: \_\_\_\_\_

Name of any parent organization: \_\_\_\_\_

Address: \_\_\_\_\_

### **Contact Person:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Section I: 30 ILCS 500/50-13 - Conflicts of Interest.**

VENDOR NAME \_\_\_\_\_

- (a) Prohibition. It is unlawful for any person holding an elective office in this State holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois **[\$90,414.60]**, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.
- (b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor **[\$150,691.00]**, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor **[\$301,382.00]**, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.
- (f) Exceptions.
  - (1) Public aid payments. This Section does not apply to payments made for a public aid recipient.
  - (2) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.
  - (3) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.
  - (4) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.
  - (5) Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

**CHECK ONE:**

☐

**No Conflict of Interest**

☐

**Potential Conflict of Interest.** If checked, name each conflicted individual, the nature of the conflict, and the name of the state agency that is associated directly or indirectly with the conflicted individual. (Use additional pages if required.)



**Section 2: 30 ILCS 500/50-35 - Disclosure of Financial Interest in the Vendor**

VENDOR NAME \_\_\_\_\_

All VENDORS, except for publicly traded corporations subject to SEC reporting requirements and privately held corporations with more than 400 shareholders, must complete subsection "a," below. Publicly traded corporations may complete subsection "b" and privately held corporations with more than 400 shareholders may complete subsection "c" in lieu of completing subsection "a."

- a. **General disclosure.** For each individual having any of the following financial interests in the VENDOR (or its parent), please mark each that apply and show the applicable name and address. Then complete Sections 3 and 4. If no individual has any of the following financial interests in the VENDOR (or its parent), check this blank \_\_\_\_\_; skip Section 3, but complete Section 4.

Ownership exceeding 5% ( )  
Ownership value exceeding \$90,414.60 ( )  
Distributive Income Share exceeding 5% ( )  
Distributive Income Share exceeding \$90,414.60 ( )

Name: \_\_\_\_\_

Address: \_\_\_\_\_

For each individual identified above, show  
the dollar value of the ownership interest: \$ \_\_\_\_\_

or

the proportionate share of the ownership interest: \_\_\_\_\_ %\*

and

the type of ownership/distributable income share:

Sole proprietorship \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Other (explain) \_\_\_\_\_

- \* For partnerships with more than 50 but fewer than 400 partners, the proportionate share of ownership interest of each individual identified above may be shown in the following ranges:

1% \_\_\_\_\_ 1 up to 2% \_\_\_\_\_ 2 up to 3% \_\_\_\_\_ 3 up to 4% \_\_\_\_\_

4 up to 5% \_\_\_\_\_ and in additional 1% increments as appropriate \_\_\_\_\_ %

For partnerships with more than 400 partners, the proportionate share of ownership may be shown in the following ranges:

0.5% or less \_\_\_\_\_ &gt;0.5 to 1.0% \_\_\_\_\_ &gt;1.0 to 1.5% \_\_\_\_\_

and as appropriate in additional 0.5% increments \_\_\_\_\_ %

- b. **Publicly traded corporations subject to SEC reporting requirements.** These VENDORS may submit their 10k disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. An SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10k. VENDOR may skip Section 3 of this form, but must complete Section 4.

Check here if submitting a 10k \_\_\_\_\_, 20f \_\_\_\_\_, or 40f \_\_\_\_\_.

- c. **Privately held corporations with more than 400 shareholders.** These VENDORS may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. VENDOR may skip Section 3 of this form, but must complete Section 4.

Check here if submitting 17 CFR information \_\_\_\_\_.

**Section 3: 30 ILCS 500/50-35 - Disclosure of Potential Conflicts of Interest.**

INDIVIDUAL'S NAME \_\_\_\_\_

For each individual having the level of financial interest identified in Section 2(a) above, indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 3 (attach additional pages as necessary).

- |    |  |          |         |
|----|--|----------|---------|
| a. | State employment, currently or in the previous three (3) years, including contractual employment of services [directly with the individuals identified in Section "1" in their individual capacity unrelated to the VENDOR's contract. Identify contracts with the VENDOR in Section "4."]   | Yes ____ | No ____ |
| b. | State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous two (2) years.   | Yes ____ | No ____ |
| c. | Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous three (3) years.   | Yes ____ | No ____ |
| d. | Relationship to anyone holding elective office currently or in the previous two (2) years; spouse, father, mother, son, or daughter.   | Yes ____ | No ____ |
| e. | Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous three (3) years. | Yes ____ | No ____ |
| f. | Relationship to anyone holding appointive office currently or in the previous two (2) years; spouse, father, mother, son, or daughter.   | Yes ____ | No ____ |
| g. | Employment, currently or in the previous three (3) years, as or by any registered lobbyist of the State government.  | Yes ____ | No ____ |
| h. | Relationship to anyone who is or was a registered lobbyist in the previous two (2) years; spouse, father, mother, son, or daughter.  | Yes ____ | No ____ |
| i. | Compensated employment, currently or in the previous three (3) years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.  | Yes ____ | No ____ |
| j. | Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last two (2) years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.                               | Yes ____ | No ____ |

Explanation of potential conflicts of interest:

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**Section 4: 30 ILCS 500/50-35 - Current and Pending Contracts and Proposals (bids and proposals)**

VENDOR NAME \_\_\_\_\_

- a. VENDOR shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information, to include: purchase order or contract reference number, total contract price, estimated contract completion date, and estimated percentage of contract completion as of the proposal opening date, as shown in the Instructions, Section 1.04. Attach additional pages as necessary. Show "none" if appropriate.
  
  
  
  
  
  
  
  
  
  
- b. VENDOR shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by showing agency name and other descriptive information, to include: purchase order or contract reference number, total contract price, estimated contract completion date, and estimated percentage of contract completion as of the proposal opening date as shown in the Instructions, Section 1.04. Attach additional pages as necessary. Show "none" if appropriate.

**Section 5: Current and Pending Contracts and Proposals with the Illinois Department of Transportation**

- a. VENDOR shall identify each contract it has with the Illinois Department of Transportation, and each contract proposal it has pending with the Illinois Department of Transportation, by showing descriptive information, to include: purchase order or contract reference number, total contract price, estimated contract completion date, and estimated percentage of contract completion as of the proposal opening date as shown in the Instructions, Section 1.04. Attach additional pages as necessary. Show "none" if appropriate.

### **Taxpayer Identification Number**

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**Name of VENDOR and EIN:** Show the official business name as used to apply for the business entity's Employer Identification Number and the EIN. If you are an entity doing business in another name, please show the name of the official entity and the name of the entity you are doing business as in the following form: Name "Official EIN Name", and D.B.A. "Name Of Contracting Entity"

If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name to the business and the owner's SSN or EIN.

Name (official EIN name) \_\_\_\_\_

D.B.A. \_\_\_\_\_

Social Security Number \_\_\_\_\_

**or**

Employer Identification Number \_\_\_\_\_

**Legal Status** (check one):

_____ Individual	_____ Government
_____ Sole Proprietorship	_____ Nonresident Alien
_____ Partnership/Legal Corporation	_____ Estate or Trust
_____ Tax-exempt	_____ Pharmacy (non-corporate)
_____ Corporation providing or billing medical and/or health care services	_____ Pharmacy/Funeral Home/Cemetery (Corporate)
_____ Corporation NOT providing or billing medical and/or health care services	_____ Other: _____

This form is to be affixed to the sealed envelope / container containing a

# SEALED PROPOSAL

## Illinois Department of Transportation

Division / Office:	Division of Highways
District / Bureau:	Bureau of Highway Administration Attn: Bob Wise
Dept. Reference:	DOT01-LAC-D7-04
Supplies / Services Requested:	Land Acquisition Services for Various Projects in District 7
Location of Proposal Opening:	2300 South Dirksen Parkway, Room 212
	Springfield, IL 62764
Date and Time of Opening:	November 26, 2003 at 1:00 p.m. Local Time

### Submitted By:

Vendor Name:
Legal Address:
City, State, Zip:
Telephone Number:

Respondents should affix this form to the front of a 10" x 13" sealed envelope (or appropriate sized envelope / container) for the submittal of the proposal.

If mailed or delivery service is used, it must be enclosed in a second or outer envelope / container addressed to the proposal submittal location specified in the instructions.

Proposals must be received by the DEPARTMENT no later than the date, time, and location specified in the instructions.

**THIS ENVELOPE / CONTAINER IS TO BE OPENED AT  
THE DATE, TIME AND LOCATION AS SPECIFIED IN THE  
INSTRUCTIONS.**

### FOR DEPARTMENT USE ONLY:

Date received: \_\_\_\_\_ Time received: \_\_\_\_\_  
Location Received: \_\_\_\_\_

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

It is the intent of this contract that the vendor perform all necessary services to prepare appraisals and/or review appraisals and/or negotiate acquisition of necessary properties required for completion of the highway construction projects. All services shall be performed in accordance with the Illinois Department of Transportation Land Acquisition Policies and Procedures Manual, hereafter referred to as the Manual, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, which are incorporated herein by reference.

The vendor agrees to perform the services as set forth herein as well as furnish and deliver to the Department final reports accompanied by all necessary documents needed for recordation or necessary for eminent domain proceedings covering said properties.

The following services will be required of the vendor on various projects:

1. Appraisal of the whole property, when applicable, and the appraisal of right of way parcels and any acquired remainders.
2. Appraisal Review of right of way parcels and any acquired remainders.
3. Negotiations and Acquisition activities for right of way parcels including closing packages or recommendation to proceed with eminent domain procedures.
4. Maintenance of an approved Quality Assurance Program.
5. Appearance in court as an expert witness for Quick Take Hearings and eminent domain trials. (Provide expert witness testimony for litigation that may result from the acquisition services being provided.)
6. Preparation of timely, accurate parcel data information.
7. Preparation of deeds, grants of easements, releases, affidavits, receipts, and all other documents needed to properly acquire the needed parcels and to clear title in accordance with department policies and procedures.
8. Establishment of a Project Manager who will be responsible for all appraisal and acquisition activities conducted under this contract for the projects specified. The Project Manager shall be the liaison between the Department and the Vendor and shall coordinate all activities of the Vendor including coordination of expert witness testimony for any condemnation proceedings.

**Provisions for Work Orders:**

Work to be completed by the vendor shall be assigned by the Department in a series of WORK ORDERS. The written authorization from the Department to the vendor to proceed with the work for each separate project shall be covered by the WORK ORDER. WORK ORDERS shall be numbered consecutively and contain the following:

1. Location of the project.
2. Description of the work to be performed on the project.
3. Compensation for the work.
4. Submittal date of the work order.
5. Agreed completion date of the work.

Each work order shall be signed by either the Program Development Engineer or the Engineer of Land Acquisition in the District.

**Compensation:**

Compensation for the work to be performed in a specific work order will be established by using the range of fees included in the Pricing/Compensation Response on Attachment B. Consideration will be given to the complexity of the work assigned when determining compensation amounts. The range of fees for pay items may be exceeded if the demands of the Department for completion of the work, volume of work assigned or complexity of the work is extraordinary. The total amount of all work orders during the term of this contract shall not exceed \$400,000.00.

**Completion Date:**

Completion dates for the work order will be determined at the time work is assigned. The vendor shall commence work relative to each work order within 5 calendar days after receipt of an executed work order. The work shall be completed and delivered to the Department at the time prescribed in the work order.

**Termination:**

The Department may terminate the work assigned in a particular work order at any time at its discretion by giving 7 days written notice. The Department shall pay the vendor for services satisfactorily provided up to the time of termination.

**Price Proposal:**

The vendor shall complete and submit a price proposal, including a minimum and maximum fee (fee range) to be charged for each pay item listed in the "Price Proposal for DOT01-LAC-D7-04" Attachment B. The fee range will be established so that compensation for assigned work can be determined and included in the work order. The fee range will enable the Department to consider all factors (complexity, volume of work assigned, time frames, etc.) when work assignments are made in order to arrive at fees for items assigned.

## **Appraisal:**

All appraisal work performed by the vendor must be in accordance with Chapter 2 of the Manual.

Except for appraisal waiver, the vendor shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

All appraisals shall be prepared using the forms and format outlined in section 2.02-1 of the Manual. Forms to be used are listed in Section 2.02-2 of the Manual.

All appraisals shall be one of the following four types:

- Appraisal Waiver as described in Section 2.02-2.
- Valuation Finding using Form BRW 2063 as described in Section 2.02-2.
- Abbreviated Format using Form BRW 229 as described in Section 2.02-2
- Detailed Appraisal Format using Form BRW 742 as described in Section 2.02-2

The Exhibits portion of the Manual contains sample forms and instructions for completing these forms.

It shall be the vendor's responsibility, with the Department's concurrence, to determine which type of appraisal form should be used for each parcel. The Valuation Finding form BRW 2063 shall be used only when the Appraisal Waiver format is used and subsequently the Department agrees that the parcel should be considered for Eminent Domain action.

All property needed shall be acquired in either fee simple, dedication, permanent easement, temporary use permit, or temporary easement as determined and shown on the right of way plan furnished by the Department.

Upon completion of the appraisal/appraisal waiver, the vendor shall prepare, furnish and deliver four copies of the complete appraisal report covering each parcel for valuations of \$50,000 or greater, or for parcels with damages in excess of \$10,000 (excluding non-complex cost to cure items), and two copies of the complete valuation report covering each parcel for valuations or less than \$50,000.

It may be necessary for a completed appraisal to be updated for condemnation purposes or revised due to a change in the Plat of Highways. These updates or revisions will be assigned to the vendor in a separate work order as the need arises.

On parcels that require the acquisition of a residence, it may be necessary for the appraiser to perform an additional analysis to determine an allocated value for the residence and homesite as separate from the whole parcel to be acquired. This would be needed for relocation purposes. The cost for the additional appraisal analysis will be included in the unit price established in the work order for that appraisal.

The vendor shall prepare a comparable sales brochure in accordance with section 2.02-4 of the Manual for each project and as directed by the Department.



Each Appraisal Waiver shall be paid for at the unit price each established in the work order for APPRAISAL WAIVER.

Each Valuation Finding form BRW 2063 shall be paid for at the unit price each established in the work order for APPRAISAL BRW 2063.

Each Abbreviated Format form BRW 229 shall be paid for at the unit price each established in the work order for APPRAISAL BRW 229.

Each Detailed Appraisal Format form BRW 742 shall be paid for at the unit price each established in the work order for APPRAISAL BRW 742.

Each Updated Appraisal or Revised Appraisal for either form BRW 229 or BRW 742 shall be paid for at the unit price each established in the work order for UPDATE OR REVISIONS TO APPRAISAL BRW 229 OR BRW 742.

It is understood that appearances in court and/or pretrial conferences, which include depositions, may be required for the appraisal services requested herein. It is agreed that such appearance or appearances shall be made upon request of the Department or its trial counsel. This work shall be paid for at the contract unit price for COURT APPEARANCE for each half day or fractions thereof for time in pre-trial conference and/or time spent in court.

## **Review Appraisals**

All appraisal reviews performed by the vendor must be in accordance with Chapter 2 of the Manual. All appraisals prepared by the vendor must be reviewed by a reviewing appraiser. It is the reviewing appraiser's responsibility to insure that all items affecting the value of the property have been considered in the appraisal. A study of the comparable sales brochure is considered as part of the appraisal review. Appraisal waivers do not require a review.

The vendor shall make sufficient inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions to support the appraisal review.

The reviewing appraiser shall examine all appraisal reports in accordance with Section 2.03-6 of the Manual.

The reviewing appraiser must complete form BRW 316 (Right of Way Appraisal Review Certification) on all parcels except those that fall under the form of Appraisal Waiver.

It may be necessary for a completed appraisal review to be updated due to a change in the Plat of Highways. These updates or revisions will be assigned to the vendor in a separate work order as the need arises.

Each appraisal review shall be paid for at the contract unit price each for APPRAISAL REVIEW FOR BRW 229 OR APPRAISAL REVIEW FOR BRW 742.

Each updated appraisal review or revised appraisal review for either form BRW 229 or BRW 742 shall be paid for at the unit price each established in the work order for UPDATE OR REVISION TO APPRAISAL REVIEW BRW 229 or BRW 742.

## Negotiation

All negotiations shall be in accordance with Chapters 3 and 4 of the Manual. Before the initiation of negotiations for each parcel, the Department must approve the amount of just compensation.

The vendor shall **not** have the authority to determine administrative settlements as outlined in section 3.01-2 without the written approval of the District Engineer. Authority for administrative settlement will be determined on an individual parcel basis.

The vendor shall be required to personally contact the property owner a minimum of three times before determination that the acquisition of the parcel cannot be successfully negotiated. The vendor should exceed the minimum number of contacts on most parcels before recommending that the parcel proceed to eminent domain action. The negotiator shall document fully in the negotiator's report all efforts made to acquire the parcel.

In the event the negotiator, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, the negotiator shall prepare and submit a written copy of the Negotiator's Report completed to date with the names and addresses of all interested parties. The negotiator's written report shall include a recommendation for further action. Even though eminent domain action may be in process, the negotiator will be required to make additional efforts to settle until the actual filing date of the petition to condemn the parcel. For parcels that involve the acquisition of buildings or improvements, the vendor shall prepare the "Improvement Disposition and Rental Values" form prior to initiation of Negotiations. If timeframes for construction allow and building or improvement can be rented, contractor will inform the Department so the renting of the improvements can be considered.

The vendor shall be paid at the contract unit price for NEGOTIATION for each parcel negotiated.

It is understood that appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. It is agreed that such appearance or appearances shall be made upon request of the Department or its trial counsel. This work shall be paid for at the contract unit price for COURT APPEARANCE for each half day or fractions thereof for time in pre-trial conference and/or time spent in court.

## Completion Requirements

**The Appraisal BRW 229 and Appraisal BRW 742 shall be deemed complete when an acceptable appraisal report is submitted to the Review Appraiser for review.**

**The Appraisal Waiver shall be deemed complete when an acceptable Waiver of Appraisal report is submitted by the Vendor and approved by the Department's Appraisal Manager.**

**The Appraisal BRW 2063 shall be deemed complete when prepared in advance of a condemnation court hearing and the report is submitted and approved by the Department's Condemnation Engineer.**

**The Appraisal Review for BRW 229, and Appraisal Review for BRW 742 shall be deemed complete when an acceptable Appraisal Review is submitted and approved by the District Engineer.**

**The Negotiations for a parcel will be deemed complete when the signed deed and all other documents required to obtain title approval for the parcels are submitted to the District Land Acquisition Section or if a parcel cannot reach a negotiated settlement, the completed documentation for eminent domain action has been accepted by the Project Coordinator in the District Land Acquisition Bureau/Section.**

## **Forms**

Any forms referred to herein are subject to change by IDOT. It is the vendor's responsibility to insure use of the approved appropriate form. The selected Vendor must maintain project status records using the format of the IDOT Bureau of Land Acquisition LAS system. All necessary forms will be furnished by electronic means to the Contractor, but remain the property of the Department.

All computer records pertaining to the project must be backed up on 3.5" diskettes using Microsoft Word 7, and become the property of the Department at the completion of the project.

## **Non-Exclusive Contract**

The vendor acknowledges that this is a non-exclusive contract for the Land Acquisition Services needed for the Department's highway program and that the Department may be contracting with other providers of Land Acquisition Services as deemed necessary by the Department.

## **INFORMATION PROVIDED BY THE DEPARTMENT:**

The Department will provide the following to the selected Vendor for use on the parcels assigned in the work order. These items will be provided prior to commencement of the work by the Vendor.

1. Plats of Highway and Revisions.
2. Initial Title Commitments and Searches which have been ordered prior to award of contract. Additional title commitments shall be forwarded to the vendor, as they become available to the Department from the Department's title provider.
3. Forms
4. Identification Letter
5. Legal descriptions and corresponding Plats of Highway for all parcels required.
6. If available, a set of most recent plans.

## **Right of Way Plan Updates**

Right of way plan updates typically occur when, during the course of the project, changes in parcel boundaries are necessary. These changes are usually due to either the addition of new parcels, or when a split-off has been discovered on an existing parcel. The district office will

handle right of way plan updates. The updated plans will include any changes in area calculations of required right of way and/or remainders.

### **Right of Way Plan Revisions**

Right of way plan revisions occur when a design change alters right of way requirements on any part of the project. Occasionally, acquisition negotiations may be facilitated by a change in the proposed taking. The Vendor will bring any revision requests to the attention of the Project Coordinator in the District Land Acquisition Section. If the proposed change appears to be appropriate, the request for the revision will be processed.

### **Errors in Right of Way Plans**

If errors, discrepancies or omissions are discovered in the right of way plans during the appraisal or acquisition process, the Vendor shall immediately report the error to the Project Coordinator in the District Land Acquisition Section and acquisition activities on the affected parcel or parcels will cease until corrected information or further instruction is provided to the Vendor.

### **Plan**

The Vendor shall describe in narrative form the technical approach for accomplishing the work. Also, in table format, the plan should depict a staffing plan that includes the following:

- a. A project organization chart, identifying the Project Manager and technical and administrative staff members.
- b. Resumes for the Project Manager and key technical personnel and/or subcontractors showing education and experience relevant to this project along with other substantial documentation.
- c. The role of each staff member, the number of executive and professional personnel that will be employed, and their skills and qualifications relevant to the project.
- d. The proposed distribution of appraisal work to each staff and subcontracted appraiser (as a percentage of the contract's total appraisal work) and the proposed distribution of negotiation work to each staff and subcontracted negotiator (as a percentage of the contract's total negotiation work).

The Vendor shall describe in narrative form its approach for accomplishing the work given Vendor's contractual obligations as disclosed in the Vendor Pre-Qualification form on P-10, Vendor's contractual obligations to local units of government as provided below, and subconsultants' contractual obligations as provided below.

### **Vendor's Obligations to Local Units of Government**

The Vendor shall provide the following information with the understanding that the Department will use and rely upon the information in the evaluation of Vendor's proposal. Vendor shall identify each land acquisition services contract (**those contracts that include appraisals and/or negotiations**) it has with local governmental units within the State of Illinois by showing governmental unit name and other descriptive information, to include: purchase order or contract reference number, total contract price, estimated contract completion date, and estimated percentage of contract completion as of the proposal opening date as shown in the Instructions, Section 1.04. Attach additional pages as necessary. Show "none" if appropriate.

## Subconsultants

The Vendor shall address the desirability and necessity of subcontractor services on the project. Where subcontractor services are proposed, the information specified in the Plan shall also be furnished for the Subcontractor firm(s).

The Vendor shall provide the following information for each subcontractor with the understanding that the DEPARTMENT will use and rely upon the information in the evaluation of Vendor's proposal to the Department.

- a. VENDOR shall identify land acquisition services contracts **(those contracts that include appraisals and/or negotiations)** that each of its subcontractors has with the Illinois Department of Transportation, and each contract proposal it has pending with the Illinois Department of Transportation, by showing descriptive information, to include: purchase order or contract reference number, total contract price, estimated contract completion date, and estimated percentage of contract completion as of the proposal opening date as shown in the Instructions, Section 1.04. Attach additional pages as necessary. Show "none" if appropriate.
  
- b. VENDOR shall identify land acquisition services contracts **(those contracts that include appraisals and/or negotiations)** that each of its subcontractors has with other units of State of Illinois government and with local governmental units within the State of Illinois by showing governmental unit name and other descriptive information, to include: purchase order or contract reference number, total contract price, estimated contract completion date, and estimated percentage of contract completion as of the proposal opening date as shown in the Instructions, Section 1.04. Attach additional pages as necessary. Show "none" if appropriate.

## Prior Experience

Experience in right of way technical service, title work, appraisal, and acquisition is absolutely necessary to satisfy the requirements of this contract. Examples and/or descriptions of similar experiences or projects, which have been successfully completed, must be included. In so doing, the Vendor grants the Department the right to verify previous experience and projects. Documentation of previous work must include:

- a. Date of project;
- b. Name and address of client organization;
- c. Name and telephone number of individual in the client organization who is familiar with the project;
- d. Short description of project.

## Disadvantaged Business Enterprise (DBE) Participation

This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract, and subcontracted work of this contract, have opportunities that may be suitable for performance by DBE companies or sole proprietors. This determination is based on an assessment of the type of work, the location of work, and the availability of DBE firms/sole proprietors to do the work. The assessment indicates that, in the absence of unlawful discrimination, and in the arena of fair and open competition, DBEs can be expected to perform **5.0%** of the work. This percentage is set as the DBE participation goal for this contract. In addition to the other criteria established for evaluation and award of this contract, the Department will award this contract to a Vendor who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A Vendor makes a good faith effort for award consideration if either of the following is done:

- a) The Vendor documents that firmly committed DBE participation has been obtained to meet the goal; or
- b) The Vendor documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

To be considered as a prime consultant or subconsultant, a DBE need not be certified as a DBE with the Department's Bureau of Small Business Enterprises at the time of submission and opening of bid proposals. As part of its proposal, the Vendor will need to provide evidence that its firmly committed DBE(s) are either certified with the Bureau of Small Business Enterprises or have applied for certification with the Bureau of Small Business Enterprises. The Bureau of Small Business Enterprises maintains a directory of certified DBEs for the purpose of providing a reference source to assist Vendors. Vendors can view/print and download the most current listing of DBE firms at the Department's web site, <http://www.dot.state.il.us> under "Doing Business", "Small Business Enterprises", then "Disadvantaged Business Enterprises Directory." All firms certified with the Bureau of Small Business Enterprises are listed in the Directory. Any Vendor desiring to subcontract work to firms that are not certified DBEs should encourage those firms to secure certification by contacting Certification Section at (217) 782-5490.

Within ninety (90) days of contract award, the selected Vendor must submit evidence to the Department that all firmly committed DBEs are certified by the Department's Bureau of Small Business Enterprises. In the event that DBEs that appeared in the Vendor's Utilization Plan fail to become certified within 90 days of contract award, the Vendor shall make good faith efforts to find another DBE to substitute for the previously indicated DBE. The new, substituted DBE must be certified as a DBE with the Department's Bureau of Small Business Enterprises. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the previously indicated DBE, but only to the extent needed to meet the contract goal or the amended contract goal. The Vendor shall obtain approval for inclusion of the substitute DBE in the Utilization Plan.

DBE Bidding Procedures. Compliance with these bidding procedures is required prior to the award of the contract and the failure of a Vendor to comply will render the proposal as administratively unqualified.

- a) The Vendor must submit a Disadvantaged Business Utilization Plan on Department form **BRW 2026** with its bid proposal. The Department will determine that a bid proposal is administratively unqualified if the proposal fails to include a Utilization Plan.
- b) The Utilization Plan shall indicate that the Vendor either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number and telefax number of a responsible official of the Vendor designated for purposes of notification of the plan's administration.
- c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form **BRW 2025**, for each DBE proposed for the performance of work to achieve contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - 1) The name and address of each DBE to be used;
  - 2) A description, including the type of pay item(s) (e.g. BRW 2063), of the commercially useful work to be done by each DBE;
  - 3) The estimated percentage of the overall contract award to be paid to each DBE for the identified, commercially useful work;
  - 4) A commitment statement signed by the Vendor and each DBE evidencing availability and intent to perform commercially useful work on the project; and
  - 5) If the Vendor is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- d) The Department will approve the Utilization Plan if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Department will not approve the Utilization Plan if the Plan does not commit sufficient DBE performance to meet the contract goal unless the Vendor documents that it made a good faith effort to meet the goal.

Calculating DBE Participation. The Utilization Plan values represent work anticipated to be performed and paid for satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially

useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. A summary of work counted toward DBE goals follows:

- a) DBE as the Vendor: 100% goal credit for that portion of the work performed by the DBE's own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goal;
- b) DBE as a joint venture Vendor: 100% goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces;
- c) DBE as a subcontractor: 100% goal credit for the work performed by the DBE's own forces. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.

Good Faith Effort Procedures. If the Vendor cannot obtain sufficient DBE commitments to meet the contract goal, the Vendor must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the Vendor must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity and intensity of the kinds of efforts that the Vendor has made. Mere pro forma efforts are not good faith efforts; rather, the Vendor is expected to have taken those efforts that would be reasonably expected of a Vendor actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- a) The following is a list of types of action that the Department will consider as part of the evaluation of the Vendor's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
  - 1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The vendor must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - 2. Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.
  - 3. Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - 4. (a) Negotiating in good faith with interested DBE companies. It is the Vendor's responsibility to make a portion of the work available to DBE subcontractors and to select those portions of the work consistent with the available DBE subcontractors, so as to facilitate DBE participation. Evidence of such negotiation includes the



names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

(b) A Vendor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a Vendor's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a Vendor to perform the work of a contract with its own organization does not relieve the Vendor of the responsibility to make good faith efforts. Vendors are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

5. Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The subcontracting DBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the project goal.
  6. Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Vendor.
  7. Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- b) If the Department determines that the Vendor has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise selected for award. If the Department determines that a good faith effort has not been made, the Department will determine that the bid proposal is administratively unqualified and will notify the designated responsible company official of the reasons for an adverse determination.

Contract Compliance. Compliance with the Disadvantaged Business Enterprise (DBE) Participation portion of the Scope of Services is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Vendor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Vendor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar

value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- a) No amendment to the Utilization Plan may be made without prior written approval from the Department. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- b) All work indicated for performance by an approved DBE shall be performed, managed and supervised by the DBE executing the Participation Statement. The Vendor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Department to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Vendor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Vendor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Vendor shall contact the Department and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Department will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- c) The Vendor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Vendor, but not later than thirty (30) calendar days after payment has been made by the Department to the Vendor for such work, the Vendor shall submit a DBE Payment Report on Department form SBE 2115 to the District Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Vendor and the DBE or if the Vendor believes that the work has not been satisfactorily completed. If the Vendor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department may deduct from contract payments to the Vendor up to but not exceeding two times the amount of the goal not achieved as liquidated and ascertained damages.

### **Prompt Payment**

State law addresses the timing of payments to be made to subcontractors. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, generally requires that when a Contractor receives any payment from the Department, the Contractor is required to make corresponding, proportional payments to each subcontractor performing work within 15 calendar days after receipt of the state payment. Section 7 of the State Prompt Payment Act further provides that interest in the

amount of 2% per month, in addition to the payment due, shall be paid to any subcontractor by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the Act for purposes of compliance with the federal regulation regarding payments to subcontractors.

This Special Provision does not create any rights in favor of any subcontractor against the State of Illinois or authorize any cause of action against the State of Illinois on account of any payment, nonpayment, delayed payment or interest claimed by application of the State Prompt Payment Act. The Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Department will not approve any delay or postponement of the 15 day requirement. State law provides a remedy available to any subcontractor or material supplier who has not been paid for work properly performed or material furnished. This remedy is a lien against public funds set forth in the Mechanics Lien Act (770 ILCS 60/23(c))

### **Quality Assurance Program**

#### **Quality Reviews:**

The Vendor shall conduct quality reviews to make certain the Vendor complies with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing, including compliance with DBE provisions.

Within 30 days after receiving award of a contract, the Vendor shall furnish a Quality Assurance Plan to the Department for approval. The Quality Assurance Plan shall detail the procedures, evaluation criteria, and instruction to the Vendor organization to assure conformance with the contract. Unless specifically waived, no payment shall be made until the Department approves the Vendors Quality Assurance Plan.

Significant changes to the work requirements may require the Vendor to revise the Quality Assurance Plan. It shall be the responsibility of the Vendor to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

- a. Organization - A description is required of the Vendor's Quality Control Organization and its functional relationship to the part of the organization performing the work under the contract. The authority, autonomy and responsibilities of the quality assurance organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
- b. Quality Reviews - The Vendor's quality assurance methods used to monitor and assure compliance of his organization with the contract requirements for services and products shall be detailed.
- c. Quality Records - The types of records, which will be generated and maintained by the Vendor during the execution of his Quality Assurance Program, shall be outlined.

**ATTACHMENT B**

**PRICING/COMPENSATION RESPONSE**

**Price Proposal for DOT01-LAC-D7-04**

**Various Routes  
District 7  
Various Counties**

	PAY ITEM	UNIT	PROPOSED MINIMUM AND MAXIMUM FEE UNIT PRICE	
			MIN	MAX
	APPRAISAL BRW 2063	EACH		
	APPRAISAL BRW 229	EACH		
	APPRAISAL BRW 742	EACH		
	APPRAISAL WAIVER	EACH		
	NEGOTIATION	EACH		
	APPRAISAL REVIEW FOR BRW 229	EACH		
	APPRAISAL REVIEW FOR BRW 742	EACH		
	UPDATE OR REVISION TO APPRAISAL BRW 229 OR BRW 742	EACH		
	UPDATE OR REVISION TO APPRAISAL REVIEW FOR BRW 229 OR BRW 742	EACH		
	COURT APPEARANCE	HALF-DAY		

Vendor Name: \_\_\_\_\_

Project Title: \_\_\_\_\_

Project Reference Number: DOT01-LAC-D7-04

This form is to be affixed to the sealed envelope / container containing a

# SEALED PRICE PROPOSAL

## Illinois Department of Transportation

Division / Office:	Division of Highways
District / Bureau:	Bureau of Highway Administration Attn: Bob Wise
Dept. Reference:	DOT01-LAC-D7-04
Services Requested:	Land Acquisition Services for Various Projects in District 7
Location of Proposal Opening:	2300 South Dirksen Parkway, Room 212
	Springfield, IL 62764
Date and Time of Opening:	November 26, 2003 at 1:00 p.m. Local Time

### Submitted By:

Vendor Name:
Legal Address:
City, State, Zip:
Telephone Number:

Respondents should affix this form to the front of a 10" x 13" sealed envelope (or appropriate sized envelope / container) for the submittal of the proposal, and include it within the overall proposal envelope.